

# **IT Professional Technical Services Master Contract**

## **STATEMENT OF WORK (SOW) FOR TECHNOLOGY SERVICES ISSUED BY**

### **Minnesota Department of Labor and Industry**

#### **Project Title: Construction Codes and Licensing (CCLD) License Restructure with interface to the Enterprise E-Licensing program**

##### ***Services needed***

- 1) Systems Analyst - Technical
- 2) Programmer - Application (Design and Development)
- 3) Project Manager – Work with state assigned project manager

##### ***Business Need***

The Minnesota Department of Labor and Industry (DLI) is responsible for licensing approximately 115,000 individuals and businesses for construction related activities in the State. In 2005, five agencies and boards were consolidated under the Governors' Drive to Excellence initiative to form the Construction Codes and Licensing division (CCLD). Since that consolidation DLI has been working to streamline and align all of the functionality within CCLD. Statutory changes passed and signed in 2010, have totally restructured the existing licensing fees and structure. DLI needs to create a new back office application to support these changes. The changes are effective January 1, 2012, but the system must be implemented by October 2011, in order to create and process renewals for licenses that will expire December 31, 2011. Current licenses must be migrated to the new structure as well. In addition, DLI will be simultaneously moving to the enterprise ELicensing Gateway application for customer interfaces. We will be working with the team from the Office of Enterprise Technology (OET) on this interface and we must create back office functionality that will allow for a smooth interface to this product.

##### ***Project Deliverables***

- Facilitation of requirement and process sessions with the impacted CCLD and Financial Services staff.
- Review of the existing licensing applications currently in production at DLI.
- Creation of a requirements/detailed design document which must leverage the use of existing DLI technical framework.
- Data mapping of existing licenses to the new structure as well as to the ELicensing Gateway.
- Interface to the new state wide accounting system (SWIFT).
- Migration of existing licensing data to the new structure.
- Development of the new back office functionality working both independently and with state staff.
- Testing the new capabilities for the licensing system with DLI technical staff and other appropriate parties.
- Documenting the new licensing system to facilitate ongoing support by state staff.
- Provide project management to assure a timely implementation.
- Assist in the integration of the newly designed back office application with the ELicensing web application (Versa Gateway).
- Other duties as assigned. To be agreed to by contractor and state project manager.

##### ***Project Risks***

- The structure for licenses issued by the Department of Labor and Industry has been drastically changed by the passing of a statutory change during the 2010 legislative session. These changes are effective January 1, 2012. In order to meet our statutory requirements, the system must be implemented in October 2011 in order to generate the appropriate renewals.
- Migration of at least some of the existing licenses to the new data structure must be accomplished.
- There will be licenses that will be in "process" as we move to the new system and there may need to be a "grandfathering" of those that fall under the old statute as opposed to the new due to allowances for renewal of an existing licenses dependent upon the type of license.
- The new system must be designed to interface with the ELicensing Gateway and that interface must be completed and implemented or the Department will have no on-line renewal ability.

- This is a complex project with a date certain implementation time frame. Staff from the selected vendor, DLI business community, DLI technical staff and ELicensing project staff will be required to work cooperatively and efficiently in order to ensure a smooth implementation.
- The State is currently developing and implementing a new state wide account system. Implementation for this system is 6/30/2011. We currently have interfaces to the existing MAPS system and will be creating interfaces to the new system from our new back office licensing system.

## ***Project Schedule***

- The anticipated contract begin date is August 2010.
- A detailed project plan with dates and tasks will be developed upon selection of the vendor.
- ELicensing staff, in tandem with DLI will create the schedule for the Gateway implementation.

## ***Project Environment***

- DLI Enterprise – Intel platform, Informix 11.50 FC-3, Sun Studio 12, Solaris v10 5/08 operating system, Powerbuilder 11.5, C programming language, SQL, Korn Shell scripting.
- DLI software – Microsoft Office Suite 2003 for Word and Access. Windows XP
- Versa Gateway – proprietary application supporting ELicensing -

## ***Agency Project Requirements***

- The proposed solution must leverage the existing DLI enterprise environment.
- The selected vendor may be required to work on site at the DLI offices.
- Documentation will be needed for future support and troubleshooting.

## ***Responsibilities Expected of the Selected Vendor***

- Facilitation of user requirement
- Creation of a requirements/detail design document
- Design and Program applications to meet key business requirements
- Create, test and document interfaces to ELicensing, MAPS and its replacement.
- Utilize the existing technical environment currently in place at the department
- Migration of data to the new functionality data structure
- Creation of a project plan
- Documentation of the solution
- Testing and acceptance criteria

## ***Required Skills (These are to be scored as pass/fail requirements)***

Required minimum qualifications:

- *Powerbuilder programmer with minimum of six years programming experience*
- *C programmer with minimum of six years of programming experience*
- *Project Manager with minimum of six years of project management experience*

## ***Desired Skills***

- Informix DBA skills
- Korn shell (ksh) scripting
- Structured Query Language (SQL)
- Powerbuilder development suite (11.5)
- C programming language
- C++
- Access
- Data migration knowledge
- Development and implementation of interfaces to/from COTS products

## ***Process Schedule***

- |  |                        |
|--|------------------------|
| + Deadline for Questions                     | 7/16/2010, 2:00 PM CDT |
| + Posted Response to Questions               | 7/20/2010, 2:00 PM CDT |
| + Resume/proposal due                        | 7/27/2010, 3:00 PM CDT |
| + Anticipated proposal evaluation begins     | 7/28/2010, 8:00 AM CDT |
| + Anticipated proposal evaluation & decision | 7/30/2010, 4:00 PM CDT |

## ***Questions***

Any questions regarding this Statement of Work should be submitted via e-mail to:

Name: Betty Baron

Department: Labor and Industry

Telephone Number: 651-284-5618

E-mail Address: [betty.baron@state.mn.us](mailto:betty.baron@state.mn.us)

Questions and answers will be posted on the Office of Technology web site ([www.oet.state.mn.us](http://www.oet.state.mn.us)).

## ***SOW Evaluation Process***

- Cost - 30 points (provide an hourly rate)
- Programming experience in the required languages and tools - 50 points
- Experience with coding in the State's existing applications - 20 points

## ***Response Requirements***

- Resume for each candidate
- List on resume(s) the number of years and month for each required and desired skills
- Show on resume, past experience with DLI's existing applications.
- Cost proposal – hourly rate for each candidate
- Completed required forms

## ***Proposal Submission Instructions***

- Response Information:
  - a) Address the response to Betty Baron
  - b) Respond with email to [betty.baron@state.mn.us](mailto:betty.baron@state.mn.us) required signature documents can be faxed to 651-284-5724
  - c) Label the response Attention: Betty Baron – CCLD License Restructure Response
- Submit - preference email
- Mail Address:
  - Betty Baron
  - Project Manager
  - MN Department of Labor and Industry
  - 443 Lafayette Road N.
  - St. Paul, Minnesota 55155
- Number of copies - 1

## ***General Requirements***

### **Proposal Contents**

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

### **Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

### **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The Responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The Responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

#### **Indemnification and Hold Harmless**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

*[Required clause for all contracts that will NOT be funded either in whole or in part by federal money and that are subject to federal disadvantaged business enterprise regulations.]*

**Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651-296-2600, or you may reach the Helpline by e-mail at [mmd.help.line@state.mn.us](mailto:mmd.help.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1-800-627-3529.

*[Optional language when agency determines to preclude foreign outsourcing. NOTE. Must not be used when work order is expected to be in excess of the WTO threshold of \$477,000 or when it is being considered as part of the work order contract award evaluation criteria.]*

**Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

***You must complete the following six forms and submit with your response:***

**STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION**

I certify under penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the proposal submitted in response to the State of Minnesota Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals;
4. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in any future reverse auction conducted under this program; and
5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

**STATE OF MINNESOTA**  
**LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION**  
**LOCATION OF SERVICE DISCLOSURE**

**Check all that apply:**

- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of:
  - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
  - (2) the location where services under the contract will be performed; and
  - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

**CERTIFICATION**

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Below is a copy of our standard work order contract form that will be completed with any award of contract.**

**CERTIFICATION REGARDING LOBBYING**  
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date



**STATE OF MINNESOTA**  
**VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- ☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- ☐ (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov> .

You must submit this form and the documentation required above with your response in order to be considered for this preference.

## State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors **MUST** certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

**I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.**

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

### **For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

### **For assistance with this form, contact:**

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

Email: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

## State Of Minnesota – Affirmative Action Certification

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**If your response to this solicitation is or could be in excess of \$100,000**, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

**BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B**.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time)]. **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B** – For those companies not described in **BOX A**

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C** – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5 <sup>th</sup> St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283
Email:	employerinfo@therightsplace.net				

# STATE OF MINNESOTA

## IT Professional Services Master Contract Work Order

This work order is between the State of Minnesota, acting through its \_\_\_\_\_ ("State") and \_\_\_\_\_ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 502TS, CFMS Number \_\_\_\_\_, and is subject to all provisions of the master contract which is incorporated by reference.

### Recitals

1. Under Minn. Stat. § 15.061 [INSERT ADDITIONAL STATUTORY AUTHORIZATION IF NECESSARY] the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of [ADD BRIEF NARRATIVE OF THE PURPOSE OF THE CONTRACT].
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this work order to the satisfaction of the State.

### Work Order

#### 1 Term of Work Order

**1.1 Effective date:** \_\_\_\_\_, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**[The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.]**

**1.2 Expiration date:** \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Contractor's Duties

The Contractor, who is not a State employee, will: \_\_\_\_\_/Thorough Description of Tasks/Duties]

#### 3. Consideration and Payment

**3.1 Consideration.** The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows:

**[For projects, list out each deliverable and amount to be paid for each deliverable. Only if a specific deliverable cannot be defined, insert an hourly rate.**

B. *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$\_\_\_\_\_.

C. *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$\_\_\_\_\_.

**3.2 Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: \_\_\_\_\_

#### 4. Liability

**[Insert liability language that was either required in the Statement of Work or, if options were offered and scored as part of the evaluation process, insert the liability language that was proposed by the contractor and approved by the agency.]**

#### 5. Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

#### 6 Authorized Representatives

The State's Authorized Representative is \_\_\_\_\_. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is \_\_\_\_\_. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. 16A. 15 and 16C. 05.*

By: \_\_\_\_\_

Date: \_\_\_\_\_

CFMS Contract No. \_\_\_\_\_

**2. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. CONTRACTOR**

**The Contractor certifies the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_